

ORDERED ACCORDINGLY.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

8 Mark S. Bosco
9 State Bar No. 010167
10 Leonard J. McDonald
11 State Bar No. 014228
12 Attorneys for Movant

13 10-29399

Dated: November 22, 2010


GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 Aaron Scott Petz
14 Debtor.

15 HSBC Bank USA, National Association, as Trustee
16 for ACE Securities Corp. Home Equity Loan Trust,
17 Series 2005-HE7, Asset Backed Pass-Through
18 Certificates by its Attorney in fact Wells Fargo
19 Bank, N.A.

20 Movant,
21 vs.

22 Aaron Scott Petz, Debtor, David M. Reaves,
23 Trustee.

24 Respondents.

No. 2:10-BK-31558-GBN

Chapter 7

ORDER

(Related to Docket #9)

24 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
25 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
26 and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated June 23, 2005 and recorded in the office of the
3 Dade County Recorder wherein HSBC Bank USA, National Association, as Trustee for ACE Securities
4 Corp. Home Equity Loan Trust, Series 2005-HE7, Asset Backed Pass-Through Certificates by its
5 Attorney in fact Wells Fargo Bank, N.A. is the current beneficiary and Aaron Scott Petz has an interest in,
6 further described as:

7 Condominium Unit No. H-218, of VILLAGE AT DADELAND, A
8 CONDOMINIUM, according to the Declaration thereof, as
recorded in Official Records Book 22886, at Page 4448, of
the Public Records of Miami-Dade County, Florida. A/K/A
7670 SW 82 Street, Unit H218, Miami, FL 33143

9
10 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtor if Debtor's personal liability is discharged in this bankruptcy case.

15
16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.
18
19
20
21
22
23
24
25
26